



Norman H. Bangerter
Governor

Dee C. Hansen
Executive Director

Dianne R. Nielson, Ph.D.
Division Director

State of Utah

DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203
801-538-5340

April 7, 1992

TO: Board of Oil, Gas and Mining

THRU: Lowell P. Braxton, Associate Director *LPB*

THRU: D. Wayne Hedberg, Permit Supervisor *DWH*

FROM: Holland Shepherd, Senior Reclamation Specialist *HWS*

RE: Request for Board Approval of Form and Amount of Surety, Radium King Mine, B and W Construction, M/037/007, San Juan County, Utah

B and W Construction, owned by Joe D. Bierschied, has purchased the Radium King from Atlas Minerals. The new owner is now obligated to transfer all reclamation obligations to himself and his company.

Mr. Bierschied, in an effort to reduce the surety requirements as much as possible, has reclaimed the site. All reclamation, except revegetation, was completed in March of 1992.

The \$3,500 surety posted by the operator is to cover reseeding costs only. The site will be reseeded this fall and become eligible for complete release three years from the time of seeding.

Please find attached a Board checklist, indicating items which have been attached for your reference and review. The operator will be posting a \$3,500 surety in the form of a Certificate of Deposit (CD). A letter describing the conditions of the CD has been attached. The Division has obtained verbal concurrence with the Bureau of Land Management (BLM) on the surety reduction. A letter from the San Juan Resource Area, BLM will be available prior to the Board briefing.

jb
Attachments

Prepared April 7, 1992

Mine Name: Radium King

Operator: B and W Construction Company

P. O. Box 398

Moab, Utah 84532

Telephone: (801) 259-5670

Contact Person: Joe D. Bierschied

I.D. No: M/037/007

County: San Juan

New/Existing: Existing

Mineral Ownership: BLM

Surface Ownership: BLM

Lease No.(s): N/A

Permit Term: Life of Mine

Life of Mine: Under reclamation

Legal Description: South 1/2 of Section 11, Township 37 South, Range 15 East, SLBM

Mineral(s) to be Mined: Uranium

Mining Methods: Underground

Acres to be Disturbed: 20

Present Land Use: Mining

Postmining Land Use: Livestock grazing and wildlife habitat

Variances from Reclamation Standards (Rule R647) Granted: Because of the pre-law type disturbance at the site, the operator will receive variances from topsoiling (R647-4-111.12) and revegetating to the 70% standard (R647-4-111.13)

Soils and Geology:

Soil Description: Because this site was disturbed pre-law, the soils which have been used for reclamation consist of overburden and fill material from above ground operations; and underground waste material deposited on dumps on the surface.

pH: 8.0 - 9.0

Special Handling Problems: Poor chemical and physical properties

Geology Description: The mine surface and underground workings are found in shinarump conglomerate component of the Chinle shale formation. Wingate and Kayenta sandstones cap the Chinle and rise above the site as spires and buttes. Eroded sediments from the Wingate and Kayenta formations fill the ephemeral drainages.

Hydrology:

Ground Water Description: No groundwater description was ever made for this site. However, the Division was informed in a personal communication with Carl Dixon, of Atlas, that groundwater can be found only at considerable depth below the surface. Water was hauled in to supply the mine. A few small seeps can be found in the canyons above the mine.

Surface Water Description: No perennial surface drainages are associated with the site. The drainages are all ephemeral.

Water Monitoring Plan: No water monitoring plan was established for this site.

Ecology:

Vegetation Type(s); Dominant Species: Sagebrush, Pinyon pine, Juniper, Indian ricegrass, Rabbitbrush, Wheatgrass, Buckwheat

Percent Surrounding Vegetative Cover: 5 - 10%

Wildlife Concerns: None

Surface Facilities: None - All surface facilities have been removed.

Mining and Reclamation Plan Summary:

The mine has been reclaimed. All structures have been removed. All portals and adits have been sealed and contoured into the existing terrain. Waste dumps have been recontoured. All access roads have been scarified. All reclaimed areas of the site will be reseeded in the fall of 1992.

Surety:

Amount: \$3,500

Form: Certificate of Deposit

Renewable Term: 6 Months

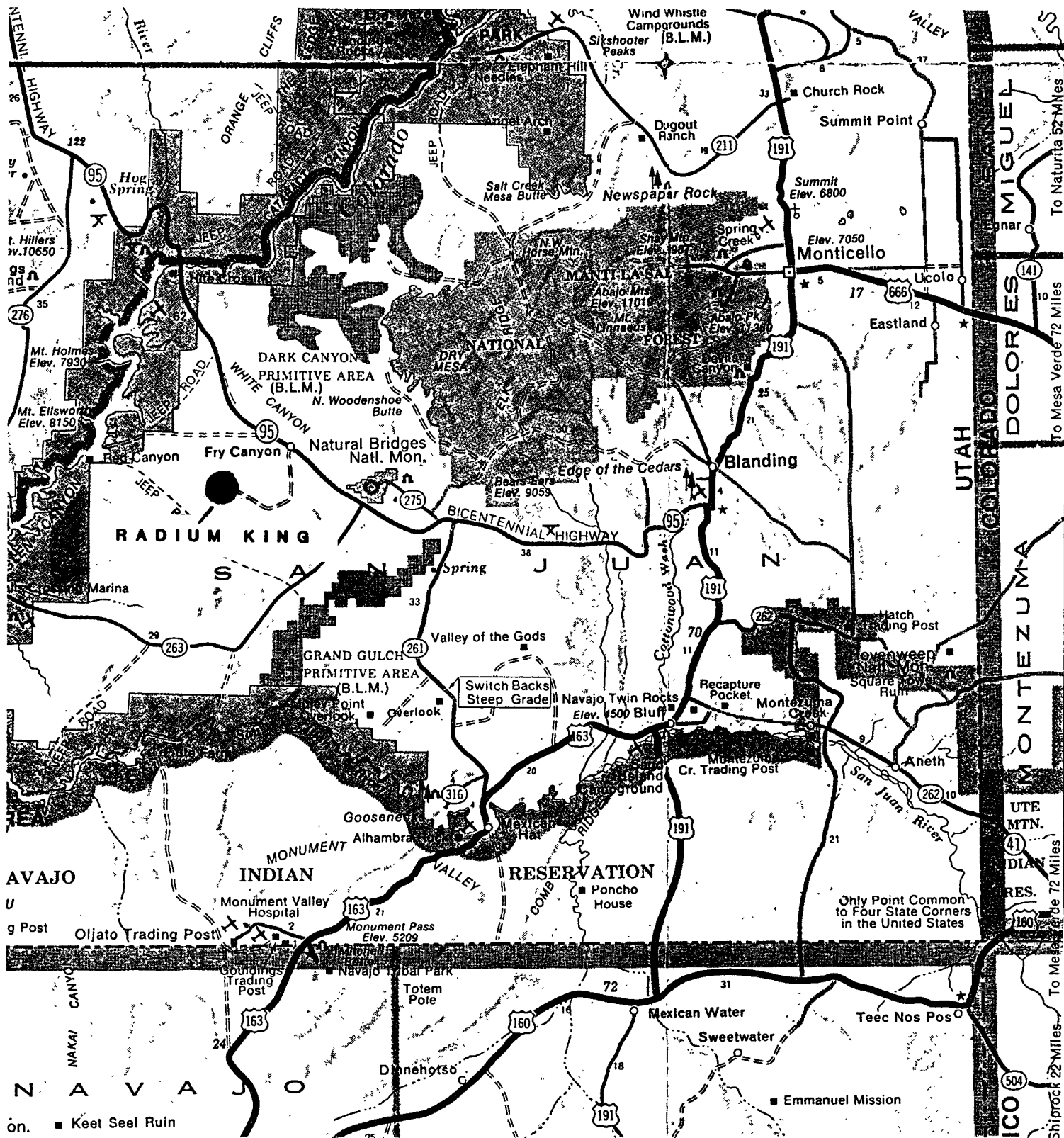
DOGM MINERALS PROGRAM

Checklist for Board Approval of FORM AND AMOUNT OF SURETY

Prepared April 7, 1992

Mine Name Radium King
File No. M/037/007

Items	Provided		Remarks
	Yes	No	
Executive Summary	X		
Location Map	X		
Reclamation Bond Estimate	X		
Signed Reclamation Contract	X		
Signed Power of Attorney/ Affidavit of Qualification		X	N/A
Bond/Reclamation Surety		X	\$3,500 CD to be made available prior to briefing
Surety Sign Off (Other State/Federal Agencies)			Verbal has been made, written to be made available prior to briefing



RECLAMATION ESTIMATE FOR THE RADIUM KING MINE
M/037/007

Prepared by
Utah State Division fo Oil, Gas and Mining
February 26, 1992

Total Acreage Disturbed = 20 (b)

Description	Qty	Unit	\$/Unit	Cost(\$)
=====	==	=====	=====	=====
Facilities Reclamation				
Revegetate	20	Acre	150	3,000
				<hr/>
		SUBTOTAL		3,000
		+10% CONTINGENCY		300
		SUBTOTAL		3,300
		ESCALATION (1.27% FOR 5 YRS)		215
				<hr/>
		TOTAL (1997 ^{HWS} Dollars)		3,511
		Rounded Total		\$3,500
		=====		=====

Note: (b) This reclamation estimate is based on the proposal to complete all reclamation work by mid-March of 1992, except for seeding and scarification.

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING
355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203
(801) 538-5340

RECEIVED
NOV 20 1989

TRANSFER OF NOTICE OF INTENTION
LARGE MINING OPERATIONS

DIVISION OF
OIL, GAS & MINING

---00000---

1. (a) Notice of intention to be transferred (file number): M/037/007
(b) Name of mining operation: Radium King Mine
(c) Location of mining operation (county): San Juan County
(d) Name, telephone number and mailing address of the operator currently holding the notice of intention (transferor):
Atlas Corporation
370 Seventeenth Street, Suite 3150
Denver, Colorado 80202-5631 (303) 825-1200
2. (a) Name, telephone number and mailing address of the operator acquiring the notice of intention (transferee):
B&W Construction
P.O. Box 398
Moab, Utah 84532 (801) 259-5670
(b) Name, telephone number and address of the authorized representatives of the Transferee to whom any notices under the provisions of the Utah Mined Land Reclamation Act may be sent:
Joe D. Bierschied
P.O. Box 398
Moab, Utah 84532 (801) 259-5670
3. (a) The total disturbed area identified in the approved notice of intention: 20 acres - HWS
(b) The actual number of acres disturbed by the operation through date of transfer: 20 acres - HWS
(c) Attach a legal description of above acreages as Appendix "A" and a map of suitable scale with actual disturbed areas clearly shown and identified.
4. This application must be accompanied by a fully executed and signed Reclamation Contract (Form MR-RC).

SWORN STATEMENT OF TRANSFEROR

I, Keith R. Hulley being first duly sworn under oath,
deposes and says that I am President
(officer or agent)

Atlas Minerals Division
of of Atlas Corporation; and that I am duly authorized to
(Corporation/Company Name)

execute and deliver the foregoing obligations; that I have read the said application and fully know the contents thereof; that all statements contained in the transfer application are true and correct to the best of my knowledge and belief. By execution of this statement I certify that the Transferor is in full compliance with the Utah Mined Land Reclamation Act, the Rules and Regulations promulgated thereunder, and the terms and conditions of Notice of Intention No. M/037/007.

Keith R. Hulley
Signature
Keith R. Hulley

Name (Typed or Print)
President, Atlas Minerals Division

Title

Subscribed and sworn before me this 13th day of November, 1989.

Connie L. Martiney
Notary Public

My commission Expires:

2-24, 1990.

State of Colorado)
County of Jefferson) ss.

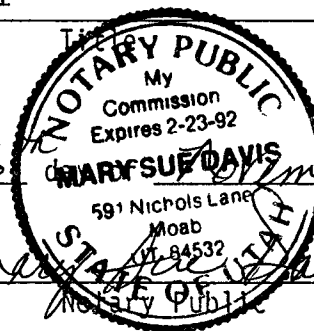
FINAL SWORN STATEMENT OF TRANSFEREE

Joe D. Bierschied being first duly sworn under oath,
depose and say that I am Owner.
(officer or agent)
of B&W Construction; and that I am duly authorized to
(Corporation/Company Name)

execute and deliver the foregoing obligations; that I have read the
application and fully understand the contents thereof; that all statements
contained in the transfer application are true and correct to the best of my
knowledge and belief. By execution of this statement, the Transferee agrees
to be bound by the terms and conditions of Notice of Intention
No. M/037/007, the Utah Mined Land Reclamation Act, and the Rules and
Regulations promulgated thereunder.

Joe D. Bierschied
Signature
Joe D. Bierschied
Name (Typed or Print)
Owner

Subscribed and sworn before me this 16 th September, 19 89.



My commission Expires:

Feb. 23, 19 92.

State of Utah)
County of Grand) ss.

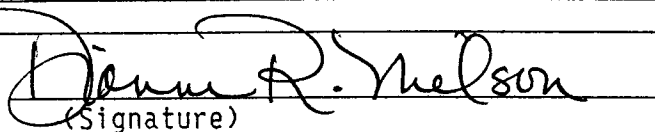
CERTIFICATION OF APPROVAL

This is to certify that I have examined the foregoing application and do hereby grant the same, subject to the following limitations and conditions:

- (a) This transfer of notice of intention grants only the right to affect the lands described in Appendix "A".
- (b) The transferee has provided to the Division a fully executed and signed Reclamation Contract (Form MR-RC). The surety shall be effective on the date of transfer.
- (c) The transferee, or such other person as required by UCA 1953, Title 40-8, has acquired legal right to mine for lands described in Appendix "A".

COMMENTS:

APPROVED:

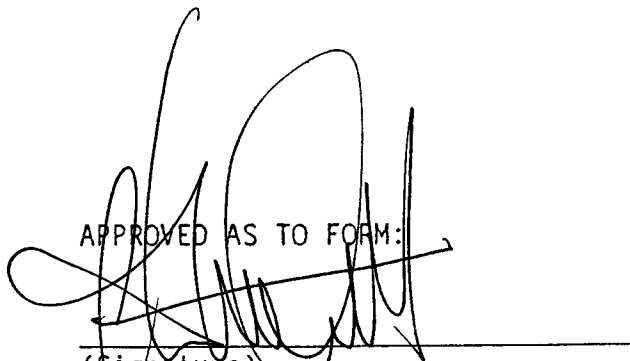

(Signature)

Director, Division of Oil, Gas and Mining

Effective Date: 4/22/92

NOI No.: M/037/007

APPROVED AS TO FORM:


(Signature)

Assistant Attorney General

APPENDIX A

RADIUM KING MINE
LEGAL DESCRIPTION

Section 10, 11 & 12 Township 37 S Range 15 E

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING
355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203
(801) 538-5340

RECLAMATION CONTRACT

---ooOoo---

For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.) M/037/007
(Mineral Mined) Uranium

"MINE LOCATION":
(Name of Mine) Radium King
(Description) Located in Red Canyon
San Juan County, Utah

"DISTURBED AREA":
(Disturbed Acres) 20
(Legal Description) (refer to Attachment "A")

"OPERATOR":
(Company or Name) B and W Construction
(Address) P O.Box 398
Moab Utah 84532
(Phone) (801) 259-5670

"OPERATOR'S REGISTERED AGENT":

(Name)

N/A

(Address)

(Phone)

N/A

"OPERATOR'S OFFICER(S)":

Joe D. Bierschied - Owner

"SURETY":

(Form of Surety - Exhibit B)

Certificate of Deposit

"SURETY COMPANY":

(Name, Policy or Acct. No.)

First Security Bank of Utah

"SURETY AMOUNT":

(Escalated Dollars)

\$3,500

"ESCALATION YEAR":

1997

"STATE":

State of Utah

"DIVISION":

Division of Oil, Gas and Mining

"BOARD":

Board of Oil, Gas and Mining

EXHIBITS:

Revision Dates:

A "DISTURBED AREA":

B "SURETY":

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between B and W Construction the "Operator" and the Utah State Board of Oil, Gas and Mining ("Board").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. M/037/007 which has been approved by the Utah State Division of Oil, Gas and Mining "Division" under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved Reclamation Plan, and Operator is obligated to provide surety in form and amount approved by the Board, to assure reclamation of the Disturbed Area.

NOW, THEREFORE, the Board and the Operator agree as follows:

1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the Notice of Intention, and the Reclamation Plan. The Notice of Intention as amended, and the Reclamation Plan, as amended, are incorporated by this reference and made a part hereof.
2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Board. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Exhibit B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Board in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Board. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.
3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections

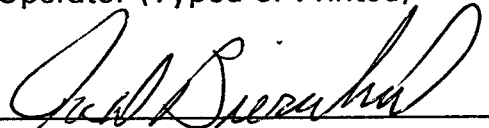
are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and Implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the (Board) that the aggregate face amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The (Board) shall hear Operator's request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.

7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
8. Operator may, at any time, submit a request to the Board to substitute surety. The Board, in its sole judgment and discretion, may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Division, or Board, as appropriate, may revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.

resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.

13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.
14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

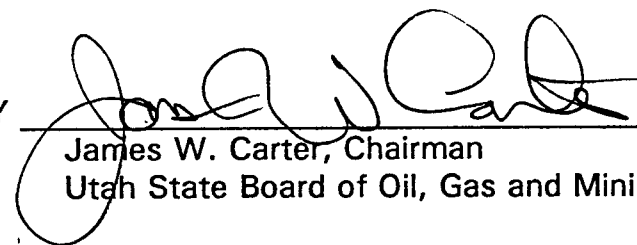
B and W Construction - Joe D. Bierschied
Operator (Typed or Printed)


Operator Signature

3/27/92
Date

SO AGREED this 22nd day of April, 1992.

AND APPROVED AS TO FORM AND AMOUNT OF SURETY:

BY 
James W. Carter, Chairman
Utah State Board of Oil, Gas and Mining

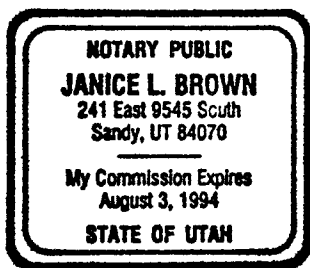
DIVISION OF OIL, GAS AND MINING:

By *Dianne R. Nielson*
Dianne R. Nielson, Director

4-22-92
Date

STATE OF *Utah*)
COUNTY OF *Salt Lake*) ss:

On the *22nd* day of *April*, 19 *92*, personally
appeared before me, who being duly sworn did say that he/she, the said
DIANNE R. NIELSON is the Director of the Division of Oil,
Gas and Mining, Department of Natural Resources, State of Utah, and he/she duly
acknowledge to me that he/she executed the foregoing document by authority of law
on behalf of the State of Utah.



Janice L. Brown
Notary Public
Residing at: *Sandy, Utah*

August 3, 1994
My Commission Expires:

OPERATOR:

B and W Construction Company
Operator Name

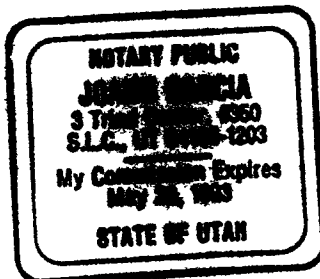
By Joe D. Bierschied (owner)
Corporate Officer - Position

4/3/92
Date

[Signature]
Signature

STATE OF Utah)
) ss:
COUNTY OF Salt Lake)

On the 3rd day of April, 1992, personally
appeared before me Joe D. Bierschied who
being by me duly sworn did say that he/she, the said Joe D. Bierschied
is the Owner of B and W Construction Company
and duly acknowledged that said instrument was signed on behalf of said company
by authority of its bylaws or a resolution of its board of directors and said
Joe D. Bierschied duly acknowledged to me that said
company executed the same.



[Signature]
Notary Public
Residing at: Salt Lake

5/24/93
My Commission Expires:

SURETY: N/A to CERTIFICATE OF DEPOSIT

Surety Company

By _____
Company Officer - Position

Date

Signature

STATE OF _____)
_____) ss:
COUNTY OF _____)

On the _____ day of _____, 19 _____, personally
appeared before me _____ who
being by me duly sworn did say that he/she, the said _____
is the _____ of _____
and duly acknowledged that said instrument was signed on behalf of said company
by authority of its bylaws or a resolution of its board of directors and said
_____ duly acknowledged to me that said
company executed the same.

Notary Public
Residing at: _____

My Commission Expires:

NOTE: An affidavit of Qualification must be completed and attached to this form for each authorized agent or officer. Where one signs by virtue of Power of Attorney for a company, such Power of Attorney must be filed with this Contract.

ATTACHMENT "A"

B and W Construction
Operator

Radium King
Mine Name

M/037/007
Permit Number

San Juan County, Utah

The legal description of lands to be disturbed is:

South 1/2 of Section 11, Township 37 South, Range 15 East